

# REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in <b>APPROVED</b> Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
Cutler	
East Machias	
Jonesboro	
Lubec	
Machias	
Machiasport	
Marshfield	
Northfield	
Roque Bluffs	
Wesley	
Whiting	
Whitneyville	

Contact Information:

RPC Chair

Name: John SpragueAddress: 301 Ridge Road  
Marshfield, ME 04654Telephone: 207-255-3660email: johns38@mgemaine.comDate Plan Submitted: October 10, 2008Proposed Alternative Organizational Structure Operational Date: July 1, 2009

<u>Pete H. Rasmussen, Dep Chair</u> Signature/Title	<u>10-9-08</u> Date	<u>East Machias</u> SAU
<u>Valerie W. Wishing Board Chair</u> Signature/Title	<u>10-9-08</u> Date	<u>Wesley</u> SAU
<u>James W. Wishing Board Chair</u> Signature/Title	<u>10-9-08</u> Date	<u>Lebanonville</u> SAU
<u>Jeanne W. Wishing Board Chair</u> Signature/Title	<u>10/9/08</u> Date	<u>Rogue Bluffs</u> SAU
<u>Perry S. Wishing, Board Chair</u> Signature/Title	<u>10/9/08</u> Date	<u>Machias</u> SAU
<u>Kellie E. Wishing, Vice Chair</u> Signature/Title	<u>10-9-8</u> Date	<u>Jonesboro</u> SAU
<u>John A. Wishing Board Chair</u> Signature/Title	<u>10/9/08</u> Date	<u>Marshfield</u> SAU
<u>Pamela MacCall Board Chair</u> Signature/Title	<u>10/9/08</u> Date	<u>Catler</u> SAU
<u>Reinald S. Nielsen, Board Chair</u> Signature/Title	<u>10-9-08</u> Date	<u>Whiting</u> SAU
<u>Rose M. Williams, Board Chair</u> Signature/Title	<u>10-9-08</u> Date	<u>Machiasport</u> SAU
<u>Mary Rhodes, Board Chair</u> Signature/Title	<u>10/10/08</u> Date	<u>Northfield</u> SAU
 Signature/Title	 Date	<u>MSAD 19 (Lubec)</u> SAU

(Duplicate as Needed)

# Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>1</sup>	Need Assistance <sup>2</sup>
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>2</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier <sup>3</sup>	Need Assistance <sup>4</sup>
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception <sup>5</sup> )		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12 Includes at least one publicly supported high school		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non- instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program <sup>6</sup>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>3</sup> Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

<sup>4</sup> Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

<sup>5</sup> Please note in the *Exceptions to 2500 minimum* section on next page

<sup>6</sup> This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Collaborative Agreements</b>							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Exceptions to 2,500 minimum**

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1150  
<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- \* The proposed Central Washington County School System is comprised of 3 or more school units. The proposed school system is comprised of 12 school administrative units.
- \* The proposed Central Washington County School System has 5 isolated small schools (Lubec, Cutler, Whiting, Machias and Jonesboro).

**ALTERNATIVE ORGANIZATION STRUCTURE (AOS)**

**AOS NAME:**

**CENTRAL WASHINGTON COUNTY SCHOOL SYSTEM  
(CWCSS)**

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

Cutler School Department, East Machias School Department, Jonesboro School Department, Maine School Administrative District No. 19 (Lubec), Machias School Department, Machiasport School Department, Marshfield School Department, Northfield School Department, Roque Bluffs School Department, Wesley School Department, Whiting School Department and the Whitneyville School Department (hereinafter collectively referred to as "Member School Units").

Contact information:

John Sprague, Regional Planning Committee Chairman	255-3660
Kenneth "Bucket" Davis, Regional Planning Committee Vice-Chairman	263-7045
Scott K. Porter, Superintendent (School Union 102 and East Machias Municipal School District)	255-6585
Dr. May Bouchard, Superintendent (School Union 134)	259-4420
Mike Buckley, Superintendent, (MSAD No.19, Lubec)	733-5573

Date Submitted by SAUs: 10/10/08

Proposed operational date: July 1, 2009

**3. A (1) The Units of School Administration to be included in the Proposed Central Washington County School System (CWCSS):**

Cutler School Department  
East Machias School Department  
Jonesboro School Department  
Maine School Administrative District No.19 (Lubec)  
Machias School Department  
Machiasport School Department  
Marshfield School Department  
Northfield School Department  
Roque Bluffs School Department  
Wesley School Department  
Whiting School Department  
Whitneyville School Department

**3. A (2) The Size, Composition and Apportionment of the Governing Body:**

The Central Washington County School System shall be governed by an Alternative Organizational Structure (AOS) School Committee consisting of representatives of the School Committees of each of the School Union 102 towns (Jonesboro, Machias, Marshfield, Northfield, Roque Bluffs, Wesley, Whitneyville), the East Machias School Committee, the School Committees of School Union 134 towns (Cutler, Machiasport, Whiting); and the Board of Directors of Maine School Administrative District No.19 (Lubec) ("M.S.A.D. No.19 (Lubec)").

The School Committee of each town located within the AOS, including the Board of Directors of MSAD No.19 (Lubec), shall choose from its membership the representatives to the AOS School Committee to which that School Committee is entitled.

<u>Member School Unit</u>	<u>Number of Representatives</u>
Cutler	1
East Machias	2
Jonesboro	1
Machias	3
Machiasport	2
MSAD No.19 (Lubec)	2
Marshfield	1
Northfield	1
Roque Bluffs	1
Wesley	1
Whiting	1
Whitneyville	<u>1</u>
	17

### 3. A (3) The Method of Voting of the Governing Body:

The AOS school committee shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	Population	% of Total Population of AOS	Number of AOS School Committee Members	Votes Per AOS School Committee Member
Cutler	668	7.4%	1	74
East Machias	1,273	14.1%	2	70 (2)
Jonesboro	607	6.7%	1	67
Machias	2155	23.8%	3	79 (3)
Machiasport	1101	12.2%	2	61 (2)
M.S.A.D. No.19 (Lubec)	1551	17.1%	2	86 (2)
Marshfield	503	5.6%	1	56
Northfield	128	1.4%	1	14
Roque Bluffs	279	3.1%	1	31
Wesley	106	1.2%	1	12
Whiting	445	4.9%	1	49
Whitneyville	241	2.7%	1	27
<b>Total:</b>	9,057	100.2%	17	1,001

The weighted vote of each member of the AOS school committee shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.



**3. A (4) The Composition, Powers and Duties of Local School Committees:**

The composition, powers and duties of the school boards (Cutler, East Machias, Jonesboro, Machias, Machiasport, Marshfield, Northfield, Roque Bluffs, Wesley, Whiting and Whitneyville) and Board of Directors (M.S.A.D 19, Lubec) of the Member School Units that are part of the proposed AOS will remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

**3. A (5) The Disposition of Real and Personal School Property:**

All real and personal school property of the Member School Units will remain with them, except that all real and personal property of School Union 102, School Union 134 and MSAD No.19 (Lubec), Central Offices will be transferred to the Central Washington County School System Central Office.

**3. A (6) The Disposition of Existing School Indebtedness and Lease/Purchase**

The indebtedness and lease/purchase obligations of the Member School Units will remain with them, except that lease/purchase obligations of the School Union 102, School Union 134 and MSAD No.19 (Lubec) Central Offices will be transferred to the Central Washington County School System Central Office.

**3. A (7) The Assignment of School Personnel Contracts, School Collective Bargaining Agreements and other School Contractual Obligations:**

All School Union 102, School Union 134, MSAD 19 Central Office staff, personnel contracts and other contractual obligations will be transferred to the Central Washington County School System (CWCSS). All other personnel contracts, school collective bargaining agreements and school contractual agreements of the Member School Units will remain with them.

**3. A (8) The Disposition of Existing School Funds and Existing Financial Obligations, Including Undesignated Fund Balances, Trust Funds, Reserve Funds, and other Funds Appropriated for School Purposes:**

All existing school funds and existing financial obligations of the Member School Units will remain with them. The School Union 102 central office reserve fund of \$7,500.00 will be transferred to the AOS central office.

**3. A (9) A Transition Plan That Addresses the Development of a Budget for the First School Year of the Reorganized Unit and Internal Personnel Policies:**

The Central Washington County Reorganization Planning Committee shall dissolve on the date that a School Reorganization Plan is approved by the voters of Member School Units with at least 1,000 pupils based on the average April 1 and October 1 pupil counts for the 2007 calendar year, or on June 30, 2009, whichever occurs first.

The Central Washington County School System School Committee shall be appointed by March 1, 2009 and shall develop the budget for the Central Washington County School System for FY 2009 – 10. The Central Washington County School System budget for FY 2009 -10 shall be adopted by the voters in accordance with the budget meeting and budget validation referendum procedures applicable to regional school units as provided in the Interlocal Agreement. The Central Washington County School System shall employ the Central Washington County School System Superintendent and make all necessary decisions in order for the Central Washington County School System to become operational. Present School Union 102 personnel policies shall serve as the interim policies for the Central Washington County School System.

**3. A (10) All Reorganization Planning Committee Meetings Are Public:**

The Reorganization Planning Committee has been meeting over a year to develop a Reorganization Plan. Appendix: Exhibit 1A: Agenda and minutes from September 30, 2008 Reorganization Planning Committee meeting.

A public forum on the proposed Reorganization Plan will be held in September or October, 2008. A public meeting will be held in each of the 12 towns in the proposed Central Washington County School System to explain the Reorganization Plan and receive public input.

After public input has been received and the plan has been finalized, each town will vote by referendum on the plan.

**3. A (11) An Explanation Of How Units That Approve the Reorganization Plan Will Proceed If One Or More Of The Proposed Members Of The Regional School Unit Fail To Approve the Plan:**

If the School Reorganization Plan which incorporates the attached Interlocal Agreement is approved by the voters of Member School Units with a combined average number of pupils on April 1 and October 1, 2006 of at least 1,000 pupils, the attached Interlocal Agreement shall become operative and the Alternative Organizational Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If the Reorganization Plan is approved by Member School Units with less than 1,000 students based on the average number of pupils on April 1 and October 1, 2006, the Interlocal Agreement shall not become operative and the AOS shall not be formed.

**3. A (12) An Estimate of the Cost Savings to be Achieved by the Formation of a Regional School Unit and how these saving will be Achieved:**

Currently the School Union 102 Central Office provides business services (including accounting, reporting, payroll and financial management) for 11 of the 12 towns in the proposed Central Washington County School System. Stipends of \$28,000.00 in 6 of the twelve towns are paid to transportation coordinators. Each of these coordinators have other responsibilities in their respective schools including janitorial, maintenance and bus driving duties. It would be cost prohibitive to employ a full-time Transportation Director for the proposed Central Washington County School System, therefore the Superintendent of Schools will be the Administrator responsible for directing transportation. Eight of the twelve towns in the proposed Central Washington County School System share a Superintendent, Special Education Administrator, and Special Education Specialists. School Union 134 (Cutler, Machiasport and Whiting) currently have a part-time Superintendent and Special Education Administrator. Lubec (MSAD No.19) also employs a part-time Superintendent and Special Education Administrator.

The EPS Allocation for system administration for the proposed CWCSS is \$233,580.00. Currently central office costs are approximately \$579,000.00 for the central office structures that exist now. Current central office costs (Superintendent and support staff) and Special Education Administration with support staff currently totals \$766,000.00 compared to an AOS projected cost of \$614,000.00 reflecting cost savings of \$152,000.00 during the first year of operation. This does not mean each town in the proposed AOS will realize a decrease in the central office assessment, since current system administration costs are dramatically different in the 3 administrative structures that currently exist (School Union 102/East Machias, School Union 134, MSAD 19, Lubec). (See exhibit 2A in the Appendix).

**3. A (13) Other Matters Determined to be Necessary;**

13-A). K-12 Core Curriculum: The Central Washington County School System will be responsible for overseeing and maintaining a K-12 core curriculum (aligned to the Maine Learning Results) for Member School Units and for implementing the use of system wide assessment tools to measure student achievement and progress.

13-B). Tuition Contracts and School Choice:

Member School Units currently have the following tuition contracts with Washington Academy (Private Secondary School Approved for Tuition Purposes 9-12) and the Machias School Department.

<u>Town</u>	<u>School Contracted</u>	<u>Expiration Date</u>
East Machias	W.A.	June 30, 2010
Cutler	W.A.	June 30, 2010
Whiting	W.A.	June 30, 2010

Machiasport  
Whitneyville

W.A.  
Machias (K-12)

June 30, 2010  
June 30, 2010

Towns that currently have tuition agreements may continue to negotiate tuition agreements in the future. Students in grades 9 – 12 within Jonesboro, Roque Bluffs, Marshfield, Wesley, and Northfield may choose to attend any secondary school approved by the State for tuition purposes. In such instances, the respective School Administrative Unit (SAU) pays up to the maximum state-allowable tuition for each student. Grade levels in the existing SAUs that have choice of schools as of the operational date shall continue to have the same choices in the Central Washington County School System. All towns that operate k-8 schools will not have school choice for those grades. All towns that operate high schools will not have school choice for grades 9-12.

13-C). Claims and Insurance:

Continuity of insurance shall be maintained with the assistance of counsel.

13-D). Less than 1200 Students:

The Consolidation Law allows the Commissioner of Education to authorize an Alternative Organizational Structure (AOS) to serve less than 1200 but not less than 1000 in isolated rural communities if the AOS meets at least one of following criteria:

The proposed AOS comprises 3 or more school units;

The Member Municipalities are surrounded by approved RSUs or AOSs and there are no other school units available to join the AOS;

The Member Municipalities in the proposed AOS include 2 or more isolated small schools.

The proposed Central Washington County School System will serve isolated rural communities and meets at least two of the criteria that would allow the Commissioner of Education to authorize the school system to fall between 1000 and 1200 students.

First, the proposed Central Washington County School System is comprised of 3 or more school units. The proposed school system is comprised of 12 school units.

The proposed Central Washington County School System also has 5 isolated small schools located in Lubec, Cutler, Whiting, Machias and Jonesboro).

13-E). Secondary Schools:

The proposed Central Washington County School System has two public high schools (Lubec and Machias). Four towns in the proposed school system contract with

Washington Academy and five towns have secondary school choice. One town contracts with Machias for secondary education.

13-F). Plan for Consistent Collective Bargaining Agreements:

There are two types of collective bargaining agreements in place within the Member School Units. The first type of agreement covers support staff. Each of the following towns have their own support staff contracts:

East Machias, MSAD No.19 (Lubec), Whiting, Machiasport and Cutler. Machias support staff recently voted to form a union and they are in the process of negotiating their first contract.

The following are the expiration dates of all support staff contracts:

<u>Town</u>	<u>Expiration Date</u>
Lubec	June 30, 2009
East Machias	August 31, 2009
Cutler	August 31, 2009
Machiasport	August 31, 2009
Whiting	August 31, 2010
Machias	TBD

The second type of collective bargaining agreement covers teachers. Each of the following towns have separate teacher collective bargaining contracts:

MSAD No.19 (Lubec), East Machias, Machias, Cutler, Whiting, Machiasport and Jonesboro.

The following are the expiration dates of all teacher collective bargaining contracts:

<u>Town</u>	<u>Expiration Date</u>
MSAD No.19 (Lubec)	August 31, 2010
East Machias	August 31, 2009
Machias	August 31, 2010
Cutler	August 31, 2009
Machiasport	August 31, 2009
Whiting	August 31, 2010
Jonesboro	August 31, 2010

The Central Washington County School Committee will form a negotiating team to begin the process of developing consistent support staff and teacher contracts.

The first step in the process will be to bargain individual contracts that expire on consistent years. Four of the five of the current support staff contracts expire in 2009, therefore a common year of expiration should be bargained during the 2008/2009 school year. The teacher contracts in Jonesboro, Machias and Lubec expire on August 31, 2010. The teacher contracts in East Machias, Cutler, and Machiasport expire on August 31, 2009. The towns of East Machias, Cutler, and Machiasport should negotiate one year contracts that will expire on August 31, 2010, to be consistent with Jonesboro, Machias, Lubec and Whiting. During the 2009/2010 school year negotiators should begin to bargain consistent collective bargaining agreements.

The implementation of this plan for consistent bargaining agreements is subject to collective bargaining with the bargaining units within the Member School Units of the Central Washington County School System.

13-G). Cost Sharing:

The member school units shall share the costs of the AOS central office budget on the basis of and in proportion to their respective average number of pupils on April 1 and October 1 of the preceding calendar year.

b. Process for amending the AOS central office budget cost sharing formula:

The method of cost sharing of AOS central office costs may be amended upon approval by the school committee or Board of Directors of each member school unit and by the voters of each member school unit at a town meeting or district budget meeting as applicable.

13-H Incorporation of Interlocal Agreement:

The Interlocal Agreement for the creation of Central Washington County School System, attached to this plan as Exhibit A, is expressly incorporated into and made a part of this plan.

## **APPENDIX**

**Exhibit 1A**

**REORGANIZATION COMMITTEE MEETING  
SEPTEMBER 30, 2008  
ELM STREET SCHOOL  
6:00 PM**

**Agenda:**

1. Reorganization Timeline
2. Letter from Commissioner Gendron
3. Proposed Interlocal Agreement
4. Proposed Alternative Organizational Structure (AOS) Plan
5. School Committee Responsibilities
6. Municipal Officials' Responsibilities
7. Town Meetings and Referendum Voting
8. Vote to send Draft Interlocal Agreement and AOS Plan to the Department of Education for Review

Motion: \_\_\_\_\_; Second: \_\_\_\_\_; Vote:  
\_\_\_\_\_.

9. Next Meeting Date
10. Adjournment



Exhibit 1A

**Regional Planning Committee Meeting**  
Union #134, Union #102/East Machias MSD, MSAD19

Meeting date: September 30<sup>th</sup>, 2008

The meeting was called to order at 6:01pm.

Vice Chair: Bucket Davis (John Sprague, Chair, was out of town).

Tonight's attendance (23) was taken as follows:  
(CAL= citizen at large, SB= school board, SM= selectman)

Anne McGhie, CAL, Cutler; Eleody Libby, Lubec; Margaret D. Bailey, Lubec; Ed White, Jonesboro; Kelli Emery, SB, Jonesboro; Mike Look, SB, East Machias; Jim Varney, SM, Jonesboro; Lisa Ackley, CAL, East Machias; Lauren Sprague, CAL, Marshfield; Owen Moody, SM, Roque Bluffs; John A. Gaudet, SB, Roque Bluffs; Janice Getchell, SB, Whitneyville; Patricia Dowling, SM, Whitneyville; James Black, CAL, Machias; Joan M. Waite, CAL, Wesley; Colleen Durling, SB, Wesley; Glen Durling, SM, Wesley; Aubrey Carter, SM, Machias; Peter Marshall, SB, Machias; Reinald Nielsen, SB, Whiting; Lisa M. Hanscom, SM, Roque Bluffs; Marlene Daley, CAL, Sullivan; Bucket Davis, SM, East Machias.

There were also several (8) guests:

May B. Bouchard, U134; Scott Porter U102; Mike Buckley, SAD19; Sayber Morgan, East Machias; Perin Gray, East Machias; Ann Mather, East Machias; Paul Molyneau, East Machias; Hosanna E. Taylor, Machiasport.

Minutes:

Mr. Porter passed out an agenda:

1. Reorganization timeline.
2. Letter from Commissioner Gendron
3. Proposed Interlocal Agreement
4. Proposed Alternative Organizational Structure (AOS) Plan
5. School Committee Responsibilities
6. Municipal Officials' Responsibilities
7. Town Meetings and Referendum Voting
8. Vote to send Draft Interlocal Agreement and AOS Plan to the Department of Education for Review  
Motion: \_\_\_\_\_; Second: \_\_\_\_\_; Vote: \_\_\_\_\_.
9. Next meeting date
10. Adjournment

Mr. Davis conducted the meeting as follows:

A sheet was passed out that outlines the timeline, should our group vote to accept the AOS Plan this evening. Mr. Porter noted that the final vote is in January. We have been held up due to waiting for help from our lawyer, Dick Spencer, from Woodsum, Drummond & MacMahon. As a subcommittee, the superintendents and Bucket wrote the Plan. For a referendum vote the selectmen have to file an order with the Town Clerk 45 days prior to a vote. Mr. Porter also has input from a Plan that was rejected from Blue Hill today. He noted that our Plan will likely need adjustments in order for Commissioner Gendron to

approve it. He had spoken with Ray Poulin, DOE, who will give us feedback on our current Plan. If we are able to tonight, we need to vote to submit the Plan to the Commissioner, even if we don't agree with it.

The Commissioner is not happy that we have not given her a progress update, though we have complied with the law, which did not require a progress update, and DOE has been aware of what we have been working on. Mr. Porter shared copies of the letter sent by Commissioner Gendron dated September 12, 2008.

Each of the 12 committees has to vote to submit the Plan. After the Commissioner has had 2 weeks to review it, the Selectmen have to file the 45-calendar day order before we could have a vote. It may be possible to expedite this process. He cautioned us not to get too close to Christmas, or we may not have a big turnout on the vote. Mr. Porter felt the 12/16 vote date might be too late, and then we would have to go into January. He felt we could comply with the January 30<sup>th</sup> 2009 final vote date. He felt the Commissioner would turn around our Plan in less than 2 weeks. If there are adjustments we need to approve them in our group, and then she needs to review our adjusted Plan. The problem is there will be a lot of groups trying to get their Plans through DOE during the next few months. Right now there are only two places (Bath and Richmond areas) that have voted to consolidate across the whole State. 34 groups have voted through school committees to reconfigure their SAUS, but not by taking it to the voters.

Mr. Porter asked the group for comments on voting in December. A member suggested we go into early January, particularly since the weather can be dicey at that time of year. The group agreed.

Mr. Davis called for questions on the Interlocal Agreement that was mailed to members last week. Mr. Porter described parts of the Agreement, which calls for a weighted vote by 14 Board Members. He noted that in this structure we would still have our own school budgets, and that this is very much like a school union. The AOS committee does not have power over our individual budgets or personnel. There would be individual school committees for every town. The big difference is in the money, in that there will be only one subsidy check that will come into the AOS, and which would be distributed according to the formula in the Interlocal Agreement. The AOS committee would have power over the central office, which would be cost-shared, based on the percentage of students per town. There may be some power over the curriculum and standards.

A member questioned a note on p.7, where the AOS can take on debt for the central office. Mr. Porter clarified that the AOS cannot close schools or take on debt for the individual towns. The member wondered if a town raised money to renovate the central office, if it would be reimbursed later on. Mr. Porter felt that the money would be distributed by student percents.

A member wondered about the shorter document, and about voting on the curriculum. Mr. Porter said that we would be voting on the Interlocal Agreement. The member was concerned that a vote on that would imply a vote on the other document, and the core curriculum, K-12. Mr. Porter said that the AOS law requires what the member had just read, so we have to vote on it. The member questioned the way a school's curriculum could be decided by another town/AOS group. Mr. Porter said that the AOS group would have to ensure that each town's curriculum was aligned with the Maine Learning Results, not that we would all have to adopt the same curriculum. The Member noted that the paperwork did not say this. Mr. Porter felt that if we change the document too much it will not be accepted by the Commissioner. It was written by Dick Spencer, after he had worked on one for MDI. He noted that there is a goal to streamline the curricula across schools, but this is being taken care of via the Learning Results, not the specific materials used. He could not say that a particular board might not insist on a particular curriculum in the future.

A member asked about the pre-K programs, and this has not yet been specified in the Plan, but will likely end up on p. 6. She wondered about p.8 M., where the collective bargaining is discussed. Mr. Porter said that people are interpreting continuing contracts differently. In the AOS the different personnel systems will be noted. There will be an attempt to align dates for contracts when they expire, and make salaries and benefits consistent across our area, so that eventually all teachers will be paid the same in our area. The MEA is interested in this. Seniority will be a major issue, and there will likely still be individual contracts. He felt the process of aligning contracts will take a long time. He added that in our area the salaries are very similar, but the benefits differ. It will cost a significant amount of money to get salaries aligned in an area. He clarified that each town will have their own contracts with teachers and support staff, unless all the bargaining groups wanted to come together and make this happen. At least we are all in a common labor market.

Mr. Porter added that he knew some things must be changed before the group can take a vote on the final document. The checklist we had worked on earlier in the process and marked incomplete must be done and all parts marked completed. He also said that there had to be a thorough analysis of all local central office costs as compared with one central office with real numbers documented. Also there was a comment regarding a satellite office, and we need to take that out of our Interlocal Agreement, since it will not be allowed.

He clarified that if we vote on the Interlocal Agreement tonight ALL we are doing is sending it to DOE for comments, not voting our approval of it, nor voting to send it to the school committees. He hoped we could schedule another meeting on October 9<sup>th</sup>, to work on the Plan once it is marked up with changes by the Commissioner.

A member wondered about a consistent school calendar and about discipline policies, and about the actions of the central office. Mr. Porter felt that we could all maintain our policies as we have currently adopted them by each town. He felt that the goal of DOE was to have all the policies aligned and consistent. He noted that many of them are given to us by Maine School Management and are consistent.

Mr. Porter discussed finances and subsidy. He shared AOS subsidy allocations for St. John Valley in Aroostook County. He directed us to look at the differential between the actual subsidy and the subsidy gained through the AOS formula. Mr. Porter shared figures for our proposed AOS subsidy. He shared the average EPS figure, noting that some towns would gain and others lose by adopting this formula. The average EPS rate is influenced primarily by how we allocate special education. When this money is based on expenditures it works out the best. It is clear that no town will get the same amount that they currently do, via the AOS plan some will get more, some less. It is not clear how DOE is even coming up with the proposed subsidy figures.

Mr. Maker wondered about federal funds. We would lose the Edgar Reap funding by combining into a larger group. We will lose monies in Title Funds, and the Commissioner has been told about this. A member noted that smaller schools are allowed to move federal funds from one Title to another, but this is not allowed in larger schools. Mr. Porter agreed that this will be a loss. He noted that the required mill rate will still need to be paid. The special education number will never be gotten right due to the maintenance of effort money calculated by the feds, and there is still subsidy to be figured out and split up by the number of students. He added that EPS is also involved in free and reduced lunch and English Language Learner numbers.

A member noted that Jake Clockodile was supposed to come and give us information regarding a budget that would come out of this Plan. He added that the towns absolutely have to have a budget so that each town would be able to see what the costs would really be. Another member noted that a couple of dates were set with Jake but he was not able to accommodate us and it got too late. He can now not come until the 3<sup>rd</sup> week of October.

Mr. Porter was concerned that if we wait will be too late to make the January deadline. A member said we can wait, and that our commitment in January will give us enough time to get the needed budgeting information.

Mr. Porter said that Jake can come and work the numbers in a public meeting. Mr. Porter had already worked the numbers and there will always be winners and losers. A member said that he felt the subcommittee was charged with coming up with a budget and we need to do this. Mr. Porter said we need to do one for the central office only. Mr. Davis said that Jake was to come down after the smaller committee met, but was unable to make this date. A member said he would not move forward until the document was understood and the real costs were clear for the AOS structure. Mr. Porter said that this information can be gotten from informational meetings, but in our group we need to move forward on sending our Plan to the commissioner to make the January date.

A member moved that the group accept the preliminary draft of the AOS structure and the AOS Plan and send this to the Commissioner (Ed White, Jonesboro, seconded by Rienald Nielsen, Whiting). The Votes were: one (1) opposed and the rest of the group was in favor (22).

Mr. Davis noted that the budget would only last for one year, since the valuations would change. Mr. Maker noted that this committee has to move this document so that it can go on to the school committees so that it can eventually end up on the referendum vote. There is no way to ensure that the current subsidy will continue, but we have to follow the law, so that the Commissioner does not withhold our subsidy. He knows that we are frustrated by Augusta, that we are now getting less subsidy, but we need to act together and get the Plan to DOE so that we can get to the place where we can vote to accept or reject the Plan.

A member felt we could rework the document to arrive at a budget. Mr. Porter felt that coming to a central office budget would not be difficult, but getting the EPS subsidy sorted out would be the challenge. We get more than the minimum subsidy (we are high receivers), which actually causes difficulty in creating a formula to getting these monies back to the towns, based on the EPS rates melded together through the AOS. Next year it will be even more complicated, with one lump subsidy sum. There are several ways to do this, with very different outcomes. Splitting up the special education subsidy and left over monies will be the biggest issue. Mr. Porter felt that Jake could model several ways that the subsidy would be shared prior to the public vote. He noted that 2/3rds of the AOS committee can vote to change the formula.

A member wondered if the single subsidy check was based on '12' separate checks, or on the notion that we are all one huge school. Mr. Porter said that odd things happen when you meld these kinds of groups together, and that in some places this has not worked. A member hoped to have more of this data by October 20<sup>th</sup>. A member noted that if winners and losers change from year to year it is based on EPS, not on the actions of your neighbors in the AOS. The money will not be even from year to year.

Mr. Maker agreed that before the voters from each town vote they need information on the bottom line. He hopes this group will not use that same standard so that the Plan can be reviewed by the Commissioner so we do not violate the law and lose our subsidy. A member was concerned that this bottom line will change from year to year, and hoped for direction in sharing information with our constituents. Mr. Porter referred the group to 10a on p. 12. He noted that Gifted and Talented and other programs, like transportation, are still expense driven, so the costs can be backed out. The special education number is clearly the most difficult part of the formula. Mr. Porter gave examples of special education figure calculations. School loan and disadvantaged student monies are also a big source of variance.

It still requires 1000 students to make our Plan happen. Without this, we will be as we are, but with penalties applied. Mr. Porter is working with the Legislature to remove the penalties. Only two places have formed groups Statewide, this indicates the law's lack of fit for most of Maine's towns. The group agreed to meet again on October 9<sup>th</sup> with school board members present (at least 2 from each town) to try to get all the votes needed to send the revised Plan back to the Commissioner. School Board members will have to attend so that these votes can be held. Mr. Davis noted that the referendum must be held the same day in all the towns. The day must be selected, then the selectmen have to notify the town offices to meet that 45-day requirement. Mr. Davis offered to help towns with the article drafting. There needs to be a public hearing at least 10 days before the referendum. Absentee ballots must be available 30 days in advance of the vote date.

The meeting adjourned at 7:21pm.

Respectfully submitted,

Anne McGhie, Secretary  
Citizen at large, Cutler

Exhibit 2A

Projected AOS Central Office Cost Savings  
 Comparing 2008/2009 Central Office Costs  
 (School Union 102, School Union 134, East Machias, and Lubec)  
 with Proposed AOS Central Office  
 (Superintendent, Special Ed Director, support staff and office expenses)

Town	Current Cost 2008 ~ 2009	Proposed AOS 2009 ~ 2010	Number of Students	% of Students	Difference	
Cutler	56,617.71	34,858.33	65	5.68	(21,759.38)	Savings
Machiasport	93,419.13	63,281.27	118	10.31	(30,137.86)	Savings
Whiting	42,671.19	27,886.67	52	4.54	(14,784.52)	Savings
Lubec	172,988.84	82,587.43	154	13.45	(90,401.41)	Savings
East Machias	117,665.40	119,054.61	222	19.39	1,389.21	Increase
Jonesboro	46,112.11	46,656.53	87	7.60	544.42	Increase
Machias	137,806.32	139,433.32	260	22.70	1,627.00	Increase
Marshfield	43,462.00	43,975.13	82	7.16	513.13	Increase
Northfield	11,130.51	11,261.92	21	1.83	131.41	Increase
Roque Bluffs	18,550.85	18,769.87	35	3.06	219.02	Increase
Wesley	5,830.27	5,899.10	11	0.96	68.83	Increase
Whitneyville	20,140.92	20,378.72	38	3.32	237.80	Increase
Totals	766,395.25	614,042.90	1,145	100.00	(152,352.35)	Total Savings

\*Cost sharing based on April 1 and October 1 enrollments of the preceding calendar year

\*The cost savings the first year of the AOS will be approximately \$150,000.00 which translates into a 20% reduction in central office costs. In subsequent years the savings would be slightly less due to increases in salaries, benefits, and the increased cost of energy. Year two the cost savings would be approximately \$134,000.00 and cost savings in year three would be approximately \$115,000.00. The projected cost savings over a three year period would be approximately \$400,000.00.

Interlocal Agreement for Alternate Organizational Structure  
30-A M.R.S.A. Chapter 115

Agreement made as of \_\_\_\_\_, 2008 between the Machias School Department ("Machias"), a municipal school unit acting by and through its governing body; East Machias School Department ("East Machias"), a municipal school unit acting by and through its governing body; Jonesboro School Department ("Jonesboro"), a municipal school unit acting by and through its governing body; Marshfield School Department ("Marshfield"), a municipal school unit acting by and through its governing body; Northfield School Department ("Northfield"), a municipal school unit acting by and through its governing body; Roque Bluffs School Department ("Roque Bluffs"), a municipal school unit acting by and through its governing body; Wesley School Department ("Wesley"), a municipal school unit acting by and through its governing body; and Whitneyville School Department ("Whitneyville"), a municipal school unit acting by and through its governing body; all with a mailing address of RR 1, Box 12A, Machias, ME 04654; Machiasport School Department ("Machiasport"), a municipal school unit acting by and through its governing body; Cutler School Department ("Cutler"), a municipal school unit acting by and through its governing body; and Whiting School Department ("Whiting"), a municipal school unit acting by and through its governing body; all with a mailing address of 2066 Cutler Road, P.O. Box 270, Cutler, ME 04626; and Maine School Administrative District No. 19 ("M.S.A.D.#19"), a Maine school administrative district with a mailing address of 44 South Street, Lubec, ME 04416, (hereinafter the "Member School Units");



WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternate Organizational Structure (hereinafter "AOS") within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(c) and 20-A M.R.S.A. §1, sub-§26(c) for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 16 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternate Organizational Structure ("AOS") in order to achieve to goals of Maine's School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.
2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.
3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Central Washington County School System (hereinafter "CWCSS"). CWCSS is an Alternate Organizational Structure within the meaning of PL 2007, c. 240, Pt. XXXX §36(2)(C), a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within

the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Committee. CWCSS established pursuant to this Interlocal Agreement shall be governed by an AOS school committee comprised of representatives of each Member School Unit as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
Cutler	1
East Machias	2
Jonesboro	1
Machias	3
Machiasport	2
MSAD #19 (Lubec)	2
Marshfield	1
Northfield	1
Roque Bluffs	1
Wesley	1
Whiting	1
Whitneyville	<u>1</u>
	17

The AOS school committee shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	Population	% of Total Population of AOS	Number of AOS School Committee Members	Votes Per AOS School Committee Member
Cutler	668	7.4%	1	74
East Machias	1,273	14.1%	2	70 (2)
Jonesboro	607	6.7%	1	67
Machias	2155	23.8%	3	79 (3)
Machiasport	1101	12.2%	2	61 (2)
M.S.A.D. #19 (Lubec)	1551	17.1%	2	86 (2)
Marshfield	503	5.6%	1	56
Northfield	128	1.4%	1	14
Roque Bluffs	279	3.1%	1	31
Wesley	106	1.2%	1	12
Whiting	445	4.9%	1	49
Whitneyville	241	2.7%	1	27
<b>Total:</b>	9,057	100.2%	17	1,001

The weighted vote of each member of the AOS school committee shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.

The school committee of each municipality in the AOS shall choose from its membership the representative to the AOS school committee to which that municipality is entitled, except that in the case of M.S.A.D. #19, the members of the board of directors shall select from among themselves the AOS school committee member from M.S.A.D. #19. Membership on the AOS school committee shall terminate at any time that a member of the AOS school committee ceases to hold office as a member of the

appointing school committee or board of directors. Any vacancy on the AOS school committee shall be filled by the appointing school committee or the appointing members of the board of directors as applicable. In June each year, the AOS school committee shall chose by ballot from among its members a chair and secretary of the AOS school committee for the ensuing year.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

<b>Member School Unit</b>	<b>Grades</b>
Cutler	Operates grades pre-K through 8; contracts with Washington Academy for grades 9 through 12
East Machias	Operates grades pre-K through 8; contracts with Washington Academy for grades 9 through 12
Jonesboro	Operates grades K through 8; provides school choice for grades 9 through 12
M.S.A.D. #19 (Lubec)	Operates grades pre-K through 12
Machias	Operates grades pre-K through 12
Machiasport	Operates grades pre-K through 8; contracts with Washington Academy for grades 9 through 12
Marshfield	Does not operate a school; provides school choice for all students
Northfield	Does not operate a school; provides school choice for all students
Roque Bluffs	Does not operate a school; provides school choice for all students
Wesley	Operates grades K through 8; provides school choice for grades 9 through 12
Whiting	Operates grades pre-K through 8; contracts with Washington Academy for grades 9 through 12

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school committee serving all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school committee and superintendent of schools shall be governed by State law. The AOS school committee shall be responsible for overseeing system administration, transportation administration, special education administration, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS school committee shall adopt consistent school policies and consistent school calendars in conjunction with the school committees or school boards of the Member School Units. The AOS school committee shall develop and implement a plan for consistent collective bargaining agreements within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school committee as described above, the powers, authority and responsibilities of the AOS school committee shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain voter approval for the AOS central office budget;
- c. Apportion to each Member School Unit its share of the AOS central office budget in accordance with the AOS cost sharing formula;
- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and establish and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own and oversee management of AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee their wages, hours, and working conditions;
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees;

- m. Oversee negotiation and administration of consistent collective bargaining agreements and maintenance in the AOS central office of personnel records of all employees of the AOS and its Member School Units;
- n. Oversee and maintain a consistent K-12 core curriculum for Member School Units and consistent procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;
- p. Oversee administration of the transportation systems, bus purchases and debt repayment for the AOS Member School Units.;
- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Adopt a consistent school calendar for the AOS Member School Units;
- t. Oversee contracts and lease agreements relating to the AOS Central Office;
- u. Distribute state subsidy among the Member School Units in accordance with the subsidy distribution method described in paragraph 11;
- v. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the voters of the Member School Units in accordance with the same procedures as the budget approval process in effect at the time and in accordance with applicable law.
- w. Authorize the superintendent of schools, subject to such limitations as the AOS school committee may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school committees of the AOS and Member School Units in place of the Superintendent of Schools.

7. Other Educational Improvements and Cost Savings.



The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school committee and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

8. Budget Adoption Procedures. The AOS school committee shall develop each year a central office budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS central office budget, and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. The AOS budget must be approved by a majority of all the voters from AOS Member School Units at the AOS budget meeting, not by a majority of the voters from each Member School Unit. Following the AOS budget meeting, the AOS school committee shall notify the Member School Units of their respective shares of the AOS central office budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school committee of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS central office budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, the AOS and

each Member School Unit shall conduct a budget validation referendum on its budget in accordance with applicable law, except that the 14 day time limit between a budget meeting and a budget validation referendum shall not apply. The AOS and each Member School Unit shall conduct its budget validation referendum on a uniform date as determined by the AOS school committee. The AOS budget validation referendum shall be conducted in accordance with the budget validation referendum procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. The AOS budget must be validated by a majority of all the voters from Member School Units participating in the referendum, not by a majority of the voters participating in the referendum from each Member School Unit. The budget of each Member School Unit must be validated by a majority of the voters participating in the referendum from that Member School Unit. If the budget of the AOS or a Member School Unit is not approved at the budget validation referendum, the AOS or that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS central office budget shall be determined based on the final AOS budget as approved at both a budget meeting and budget validation referendum. The budget validation referendum procedure for the AOS may be discontinued by the voters of the AOS after three years in accordance with the law applicable to a regional school unit and the budget validation referendum procedure for a Member School Unit may be discontinued by the voters of that Member School Unit after three years in accordance with the law applicable to a regional school unit. The AOS

shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS central office budget. Each Member School Unit's share of the AOS central office budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

9. Cost Sharing of AOS Central Office Budget.

a. The Member School Units shall share the costs of the AOS central office budget on the basis of and in proportion to their respective average number of pupils on April 1 and October 1 of the preceding calendar year.

b. Process for amending the AOS central office budget cost sharing formula:

The method of cost sharing of AOS central office costs may be amended upon approval by the school committee or Board of Directors of each member school unit and by the voters of each member school unit at a town meeting or district budget meeting as applicable.

10. Distribution of State Subsidy. The AOS school committee shall distribute state subsidy received by the AOS as follows:

a. State Subsidy Distribution Policy. The AOS school committee, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school committee deems necessary, shall annually distribute the State education subsidies to be received by the AOS among

the AOS Member School Units so that the distribution of State subsidy to each Member School Unit reflects as accurately as is reasonably practical the amount of State subsidy that that Member School Unit would receive if it were a stand-alone unit and not a member of an AOS.

- b. Initial Method of State Subsidy Allocation. Beginning in Fiscal Year 2009-10, the AOS school committee shall distribute state education subsidy received by the AOS among its Member School Units in accordance with the following initial method of State subsidy Allocation:
- (i) To the extent that the AOS receives an allocation for debt service, that allocation shall be reassigned to the Member School Units responsible for those debt service costs;
  - (ii) To the extent that the AOS receives an allocation for gifted and talented expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective gifted and talented expenditures in the year two years prior to the year of allocation (hereinafter the "base year");
  - (iii) To the extent that the AOS receives an allocation for career and technical education expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective career and technical education expenditures in the base year;

- (iv) To the extent that the AOS receives an allocation for bus purchases, that allocation shall be reassigned to the Member School Units responsible for those bus purchase costs;
- (v) To the extent that the AOS receives an allocation for special education, that allocation shall be reassigned to the Member School Units in proportion to their respective special education expenditures in the base year;
- (vi) To the extent that the AOS receives an allocation for transportation, that allocation shall be reassigned to the Member School Units in proportion to their respective transportation expenditures in the base year;
- (vii) To the extent that the AOS receives an allocation for a EK-8 small school adjustment or 9-12 small school adjustment, that allocation shall be reassigned to the Member School Units on the basis of the number of small schools eligible for that adjustment located in each Member School Unit in the base year;
- (viii) To the extent that the AOS receives an allocation for EK-8 disadvantaged students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (ix) To the extent that the AOS receives an allocation for 9-12 disadvantaged students, that allocation shall be reassigned to the

Member School Units in proportion to their respective number of students eligible for that allocation in the base year;

- (x) To the extent that the AOS receives an allocation for K-8 limited English proficiency students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (xi) To the extent that the AOS receives an allocation for 9-12 limited English proficiency students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (xii) The remaining balance of the AOS' total allocation, after subtracting the amounts reassigned to Member School Units under subparagraph (i) through (xi), shall be reassigned to the Member School Units in proportion to their respective average number of pupils on April 1 and October 1 of the preceding calendar year;
- (xiii) Any State subsidy received by the AOS which is attributable to a special education adjustment under 20-A M.R.S.A. §15689(1-A) shall be distributed to the Member School Unit eligible for that adjustment or to the Member School Unit of which the municipality eligible for the adjustment is a member;
- (xiv) Any State subsidy received by the AOS which is attributable to a debt service adjustment under 20-A M.R.S.A. §15689(2) shall be

distributed to the Member School Unit eligible for that adjustment or to the Member School Unit of which the municipality eligible for the adjustment is a member;

- (xv) The remaining State subsidy received by the AOS, after any distributions required by subparagraphs (xiii) and (xiv), shall be distributed to the Member School Units in proportion to the amount, if any, by which the total allocation of each Member School Unit as reassigned in accordance with subparagraphs (i) through (xii) exceeds the property fiscal capacity of that Member School Unit multiplied by the full value education mill rate for the year of allocation.

- c. Retention of Distribution Flexibility. The Member School Units recognize that the Maine Legislature has a long history of making changes to Maine's school funding formula, that other circumstances may change and that it is not possible to include in this Interlocal Agreement a precise formula for distributing State subsidy among Member School Units that will achieve the goals of the State subsidy distribution policy described in subparagraph a in future years. For that reason, the AOS school committee, by a two-thirds weighted vote of its full membership, may modify the initial method of State subsidy distribution described in subparagraph b above in order to better achieve the State subsidy distribution policy set forth in subparagraph a.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units. Any real estate or personal property acquired for the operation of the AOS central office shall be owned by the AOS. In the event of dissolution of the AOS, such property, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS Central Office budget under the AOS cost sharing method.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school committee and the voters of the AOS shall have no authority to close a school within a Member School Unit.

13. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 15 or by operation of law.

14. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school committee. Prior to any such termination, the AOS school committee shall provide the non-conforming Member School Unit with



written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS school committee shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school committee including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school committee or by the school committee(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

16. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1)

submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph.

This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating this Interlocal Agreement.

This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is approved at referendum by the voters of that Member School Unit and by the voters of Member School Units with a combined average number of pupils on April 1 and October 1, 2006 of at least 1,000 pupils. If the School Reorganization Plan is approved by the voters of Member School Units with a combined average number of pupils on April 1 and October 1, 2006 of at least 1,000 pupils, but not by the voters of all of the Member School Units, then this Interlocal Agreement and the Reorganization Plan shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan.

17. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

18. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

WITNESS:

Machias School Department

[Signature]

BY:

Terry Sanborn

Terry Sanborn, Its Chair  
Municipal School Committee

Date: 10-9, 2008

WITNESS:

East Machias School Department

Ty L. Mub

BY:

Peter H. Rensen  
Peter H. Rensen, Its Chair

Municipal School Committee

Date: 10-9, 2008

WITNESS:

Wesley  
~~James~~ School Department

Lyn E. Hewitts

BY:

Colleen W. Durling  
Colleen W. Durling, Its Chair

Municipal School Committee

Date: 10-9, 2008

WITNESS:

Marshfield School Department

Ty L. Mub

BY:

John A. Sprague

JOHN A. SPRAGUE, Its Chair

Municipal School Committee

Date: 10/9, 2008

WITNESS:

Northfield School Department

Lisa Maker

BY:

Mary McPherson  
Mary McPherson, Its Chair

Municipal School Committee

Date: 10/10, 2008

WITNESS:

Valerie Leasley

Roque Bluffs School Department

BY:

Jean Ann Gaudet  
JEAN ANN GAUDET, Its Chair  
Municipal School Committee  
Date: 10/9/, 2008

WITNESS:

Jean Ann Gaudet

Jonesboro

~~Roque Bluffs~~ School Department

BY:

Kelli R Emery  
Kelli R Emery, Its Chair  
Municipal School Committee  
Date: 10-9-, 2008

WITNESS:

Janice Getchell

BY:

Janice Getchell  
Janice Getchell, Its Chair  
Municipal School Committee  
Date: 10-9-, 2008

Whitneyville School Department

WITNESS:

Leeri Boam

BY:

Rose M. Williams  
Rose M Williams, Its Chair  
Municipal School Committee  
Date: 10-9, 2008

Machiasport School Department

WITNESS:

Leeri Boam

BY:

Roxanne McCaslin  
Roxanne McCaslin, Its Chair  
Municipal School Committee  
Date: Oct. 9, 2008

Cutler School Department

WITNESS:

Whiting School Department

Hope Pressley

BY:

Reinald S. Nielsen

REINALD S. NIELSEN, Its Chair

Municipal School Committee

Date: 9 October, 2008

WITNESS:

Maine School Administrative  
District No. 19

BY:

\_\_\_\_\_, Its Chair

Board of School Directors

Date: \_\_\_\_\_, 2008

WITNESS:

APPROVED PURSUANT  
TO 30-A M.R.S.A. §2205

BY:

Susan M. Gendron

State of Maine

Commissioner of Education

Date: \_\_\_\_\_, 2008